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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92058635
Party	Defendant Domaine Carneros, Ltd.
Correspondence Address	PAUL W REIDL LAW OFFICE OF PAUL W REIDL 241 EAGLE TRACE DR HALF MOON BAY, CA 94019 UNITED STATES paul@reidllaw.com
Submission	Motion to Suspend for Civil Action
Filer's Name	Paul W. Reidl
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Date	11/26/2014
Attachments	Motion to Suspend Final.pdf(4468075 bytes )

1                   **BEFORE THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
2                                   **TRADEMARK TRIAL AND APPEAL BOARD**

3  
4 Registration No. 3,613,730

5 Mark: LA TERRE PROMISE

6 Class: 33

7 \_\_\_\_\_ )  
8 **DIANA AND CHARLES KARREN,** )

9                   Petitioners, )

10                   v. )

11 **DOMAINE CARNEROS LTD.,** )

12                   Respondent. )  
\_\_\_\_\_ )

Cancellation No: 92058635

**MOTION TO SUSPEND PENDING  
FEDERAL COURT LITIGATION**

13           Pursuant to TBMP Section 510.02, Respondent hereby requests that these proceedings be  
14 suspended by the Board pending the outcome of Case No. 3:14-cv-04929 filed by Petitioners  
15 in the United States District Court for the Northern District of California. A copy of the Complaint is  
16 attached as Exhibit 1.

17           TBMP Section 510.02(a) states: "Whenever it comes to the attention of the Board that a  
18 party or parties to a case pending before it are involved in a civil action which may have a  
19 bearing on the Board case, proceedings before the Board may be suspended until final  
20 determination of the civil action." The civil action claims that Respondent is infringing  
21 on Petitioner's registered and unregistered trademarks, including the registration at issue herein.  
22 Among other things it seeks cancellation of that registration as a remedy. The civil action will  
23 inevitably decide the issues of entitlement to registration that have been raised in this proceeding.  
24

1 Accordingly, Respondent respectfully requests that the cancellation proceeding be  
2 suspended pending the outcome of the civil action.

3 Respectfully submitted,

4 **LAW OFFICE OF PAUL W. REIDL**

5 By: /s/ /Paul W. Reidl/

6  
7 Dated: November 26, 2014

Paul W. Reidl  
Law Office of Paul W. Reidl  
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10 **PROOF OF SERVICE**

11 On November 26, 2014, I caused to be served the following document:

12 **RESPONDENT'S REPLY ON MOTION TO STRIKE AFFIRMATIVE DEFENSES**

13 on Opposer by placing a true copy thereof in the United States mail enclosed in an envelope,  
14 postage prepaid, addressed as follows to their counsel of record at his present business address:

15 JAY M. BEHMKE  
16 CARLE MACKIE POWER & ROSS LLP  
17 100 B STREET SUITE 400  
SANTA ROSA, CA 95401

18 Executed on November 26, 2014 at Half Moon Bay, California.

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# EXHIBIT 1

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

DIANA KARREN and CHARLES  
 KARREN,

Plaintiffs,

v.

DOMAINE CARNEROS, LTD.,

Defendant.

CASE NO. 3:14-cv-4929

**COMPLAINT FOR DAMAGES AND  
 INJUNCTIVE RELIEF**

1. Cancellation of Trademark Registration
2. Federal Trademark Infringement
3. Federal Unfair Competition
4. Cal. Unfair Competition, B&P Code § 17200
5. Common Law Unfair Competition
6. Common Law Trademark Infringement
7. Common Law Fraud

**DEMAND FOR JURY TRIAL**

Plaintiffs Diana Karren and Charles Karren (collectively, the "Karrens" or "Plaintiffs"), by their attorneys, as and for their Complaint against Defendant Domaine Carneros, Ltd. ("Defendant") allege as follows:

**NATURE OF ACTION**

1. The Karrens are the owners of the registered trademark TERRA DE PROMISSIO® (U.S. Reg. No. 3,358,681) for wine in International Class 033 (the "TERRA DE PROMISSIO Mark"). This action arises out Defendant's fraudulently procured registration, and infringing use, of the confusingly similar LA TERRE PROMISE trademark (U.S. Reg. No. 3,613,730) for wine in International Class 033 ("Defendant's Mark").

//

2. Despite the Karrens' requests, Defendant has refused to cease its use of the Defendant's Mark. Accordingly, the Karrens bring this action for cancellation of Defendant's Mark pursuant to § 37 of the Lanham Act, 15 U.S.C. §§ 1064(3) and 1119; infringement of the TERRA DE PROMISSIO Mark in violation of § 32 of the Lanham Act, 15 U.S.C. §§ 1114(1); federal unfair competition and false designation of origin in violation of § 43 of the Lanham Act, 15 U.S.C. § 1125(a); for unfair competition arising under Cal. Bus. & Prof. Code 17200 et seq.; and for unfair competition, trademark infringement, and fraud under the common law of the State of California.

### **JURISDICTION, VENUE AND INTRADISTRICT ASSIGNMENT**

3. This Court has original subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a). This Court has related claim jurisdiction over the state law claims pursuant to 28 U.S.C. §§ 1338(b) and 1367.

4. This Court has personal jurisdiction over Defendant because, upon information and belief, Defendant resides and transacts business in the State of California and within this judicial district ("district"), committed the tort of infringement in this district, and/or expected or should reasonably have expected its acts to have consequences in the State of California and within this district.

5. Venue is proper in this district under 28 U.S.C. § 1391(b) because, upon information and belief, Defendant resides and transacts business in this district, a substantial part of the events or omissions giving rise to the claims occurred in this district, and/or the infringement occurred in this district.

### **THE PARTIES**

6. Plaintiffs Diana Karren and Charles Karren are husband and wife and reside at 3845 Ely Road, Petaluma, Sonoma County, California.

7. Upon information and belief, Defendant Domaine Carneros, Ltd. is a Delaware corporation having an address of 1240 Duhig Road, Napa, California 94559. Upon information and belief, Defendant Domaine Carneros, Ltd.'s parent company is Champagne Taittinger, a privately-owned Champagne producer based in Reims, France.

**FACTUAL BACKGROUND**

8. In 1999, the Karrens used their life savings to purchase an old ranch in Petaluma, Sonoma County, California, located within the Sonoma Coast American Viticultural Area (“AVA”). After moving to the property, the Karrens re-named it “Terra de Promissio,” which in English means “land of promise.” As explained on the Karrens’ website,

*WE CHOSE THE NAME TERRA DE PROMISSIO BECAUSE AS FARMERS, THE LAND IS ABOUT THE "PROMISE". THE PROMISE THAT EVERY NEW SEASON BRINGS THE POSSIBILITY, THE HOPE AND THE DREAMS OF A BOUNTIFUL HARVEST. IT IS THE PROMISE OF THE AMERICAN DREAM --THAT THE FUTURE WILL BE BETTER THAN THE PAST FOR NOT ONLY OUR FAMILY, BUT FOR OUR WORKERS, OUR WINEMAKERS AND FOR ALL THE PEOPLE WHO WILL ONE DAY DRINK A WINE WITH GRAPES FROM OUR VINEYARD.*

9. The Karrens purchased Terra de Promissio with the intention of planting and growing world-class Pinot Noir grapes for use in ultra-premium, still (as opposed to sparkling) red wines. After looking at more than 100 properties in Napa and Sonoma counties, the Karrens bought this southwest-facing, rolling hillside property based upon its “promise,” namely, their belief that its combination of soil profile, exposure, and wind and fog influence would make it an ideal site for growing Pinot Noir wine grapes of the highest quality.

10. Moreover, the Karrens also saw “promise” in the fact that the Sonoma Coast AVA was a well-known region for growing Pinot Noir wine grapes for use in ultra-premium, still red wines, due to its long-growing season, moderate temperatures, and well-draining soils.

11. In 2002, the Karrens planted 33,000 Pinot Noir grapevines at Terra de Promissio.

12. At present, there are approximately 50 acres planted to Pinot Noir grapevines at Terra de Promissio. However, Terra de Promissio remains a small, family-owned operation, with Mrs. Karren’s parents also living on the property and assisting in the management of the vineyard.

13. In 2005, the Karrens began selling Pinot Noir grapes from the Terra de Promissio vineyard to wineries for use in their wines, and have allowed such wineries to use the TERRA DE PROMISSIO Mark (as a single-vineyard designation on wine labels and/or in sales and marketing endeavors) as a permitted trademark licensee of the Karrens.

14. Since 2005, seven wineries purchasing the Karrens’ grapes have bottled such wines as a single-vineyard designated wine bearing the mark TERRA DE PROMISSIO. Moreover, since

2005, an additional ten wineries have purchased grapes from the Terra de Promissio vineyard, and used the TERRA DE PROMISSIO Mark, in marketing their Sonoma Coast Pinot Noir blends. In each case, the Karrens agreed to sell grapes to such winery, and license the use of the TERRA DE PROMISSIO Mark, based upon the good reputation of the winery (and/or its winemaker) and its track record for producing and selling critically acclaimed, ultra-premium Pinot Noir wines.

15. On March 5, 2007, the Karrens filed an application with the U.S. Patent & Trademark Office (“USPTO”) to register the TERRA DE PROMISSIO Mark, Serial No. 77-122,183, claiming a first use date at least as early as January 7, 2007, covering “Wine” in International Class 033. The Karrens’ application stated that the English translation of the TERRA DE PROMISSIO mark is “Land of Promise.”

16. On October 9, 2007, the TERRA DE PROMISSIO Mark was published for opposition. On December 25, 2007, the USPTO issued Registration No. 3,358,681 to the Karrens for their TERRA DE PROMISSIO Mark.

17. On January 28, 2013, the Karrens filed a combined Declaration of Use and Incontestability under Sections 8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065) with the USPTO. On February 9, 2013, the USPTO issued a Notice of Acceptance under Section 8 and a Notice of Acknowledgment under Section 15. Consequently, the Karrens’ TERRA DE PROMISSIO Mark is valid, subsisting, and incontestable as a matter of law.

18. Wines bearing the TERRA DE PROMISSIO Mark on their label are sold online (through the websites of the wineries who bottle wines made from the Karrens’ Pinot Noir grapes, as well as through the websites of retailers who carry such wines), at retail and in restaurants.

19. Since approximately 2007, wines bearing the TERRA DE PROMISSIO Mark as a single-vineyard designation have consistently received awards and accolades from consumers, critics, and leading wine publications. The 2011 and 2012 Williams Selyem Terra de Promissio Vineyard Pinot Noirs received scores of 96 and 92 (out of 100), respectively, from *Wine Enthusiast* magazine; the 2009 and 2010 Lynmar Terra de Promissio Vineyard Pinot Noir received scores of 94 and 92, respectively, from *Wine Spectator*; the 2006 Lynmar Terra de Promissio Vineyard Pinot Noir received a score of 91 from *Stephen Tanzer’s International Wine Cellar*; and



1 the 2005 Siduri Terra de Promissio Vineyard Pinot Noir received a score of 90 points from *Robert*  
2 *Parker's Wine Advocate*.

3 20. Moreover, Terra de Promissio vineyard was one of the grape sources for Kosta  
4 Browne's 2009 Sonoma Coast Pinot Noir, which was named *Wine Spectator's* Wine of the Year  
5 for 2011. All told, there have been at least 16 ratings of 90 points or above from the three leading  
6 wine critics (*Wine Spectator*, *Wine Enthusiast*, and *Wine Advocate*) for wines made in whole or in  
7 part from Terra de Promissio Vineyard grapes.

8 21. Since approximately 2005, the Karrens and their licensees have expended  
9 substantial amounts of time and resources in developing the TERRA DE PROMISSIO Mark,  
10 advertising and/or promoting goods under the TERRA DE PROMISSIO Mark, and maintaining its  
11 preeminent reputation in the State of California and throughout the United States. As a result of  
12 such activities, the TERRA DE PROMISSIO Mark has become well known, widely recognized,  
13 and favorably received, the relevant public has come to associate and identify the TERRA DE  
14 PROMISSIO Mark with the Karrens, and the Karrens derive substantial, valuable goodwill from  
15 such identification by consumers.

16 22. The Karrens also own the domain name [www.terradepromissio.com](http://www.terradepromissio.com), and have  
17 operated a website at this address to promote their goods and services under the TERRA DE  
18 PROMISSIO Mark since at least July 2, 2013.

19 23. The Karrens also vigilantly protect the TERRA DE PROMISSIO Mark.  
20 Consequently, the use of a confusingly similar trademark by third parties is likely to cause  
21 confusion among the public and diminish the distinctiveness of the Karrens' TERRA DE  
22 PROMISSIO Mark.

23 24. Defendant is a winery. Defendant's wines are directed to wine-buying consumers, a  
24 group most likely to know and respect the Karrens' TERRA DE PROMISSIO Mark.

25 25. On July 2, 2008, Defendant filed an application, Serial No. 77-514,016, to register  
26 the name LA TERRE PROMISE for "Wines" in International Class 033. Defendant's application  
27 states that "The foreign wording in the mark translates into English as the earth's promise." A true  
28 and correct copy of Defendant's application for Defendant's Mark, downloaded from the USPTO

server, is attached hereto as Exhibit A. Defendant's application also contains a "Declaration," which states in relevant part that, "The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both .... and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant ... and that all statements made of his/her own knowledge are true ...." See Exhibit A. Defendant's application was signed by Katja Loeffelholz, the attorney of record appointed by Defendant to submit the application on Defendant's behalf. See Exhibit A.

26. Defendant's application was filed on the basis of Defendant's bona fide intent to use Defendant's mark. See Exhibit A. Upon information and belief, Defendant amended its application to claim a first use date of July 14, 2008.

27. On November 5, 2008, the Defendant's Mark was published for opposition. On April 28, 2009, the USPTO issued Registration No. 3,613,730 to Defendant for Defendant's Mark.

28. Upon information and belief, Defendant also owns the domain name www.domainecarneros.com, and operates a website at that address to market and promote its goods, including wines bearing Defendant's Mark. Notably, Defendant's website is interactive and has allowed and continues to allow California citizens (and others) to purchase wines bearing Defendant's Mark.

29. Defendant's Mark is confusingly similar to the long-standing TERRA DE PROMISSIO Mark, given that the products offered (and the markets serviced) by Defendant under Defendants' Mark are identical and/or highly related to the products that are offered (and the markets serviced) by the Karrens' licensees under the TERRA DE PROMISSIO Mark.

30. Defendant's Mark is substantially similar in commercial impression to Karrens' senior TERRA DE PROMISSIO Mark. The most distinctive features of Defendant's mark are the words "TERRE" and "PROMISE," while the most distinctive features of Karrens' mark are "TERRA" and "PROMISSIO." "TERRE" and "TERRA" are both derived from the Latin word TERRE which means "land" or "earth" or "ground." "PROMISE" and "PROMISSIO" are both derived from the Latin word PROMISSUM, which refers fundamentally to a declaration about

1 some act to be done in the future. Accordingly, while there are subtle differences between the  
 2 marks caused by the variations in grammatical meaning of each phrase, the two marks are  
 3 fundamentally about identical concepts: a promise related to the earth. These conceptual affinities,  
 4 in addition to the obviously visual resemblances (both marks contain a word starting with TERR  
 5 and a word starting with PROMIS), provide prima facie evidence of similarity which can be and  
 6 has been confusing to consumers.

7 31. The Karrens are the senior users in this case, with both priority of use and priority  
 8 of registration of their TERRA DE PROMISSIO Mark as compared with Defendant's Mark.

9 32. The Karrens' TERRA DE PROMISSIO Mark and Defendant's Mark cover  
 10 identical goods, wines, in International Class 033.

11 33. Upon information and belief, the Karrens' TERRA DE PROMISSIO Mark and  
 12 Defendant's Mark have been used solely in connection with Pinot Noir-based, still wines, made  
 13 from grapes grown in northern California. Consequently, the truly identical nature of the goods  
 14 covered by the parties' marks exacerbates the likelihood of consumer confusion as to the source of  
 15 the goods sold under Defendant's Mark and the Karrens' TERRA DE PROMISSIO Mark, to the  
 16 detriment of the senior-user Karrens.

17 34. Defendant's infringing use of a confusingly similar trademark will financially harm  
 18 the Karrens by diminishing the value of the TERRA DE PROMISSIO Mark as a source indicator  
 19 for goods and services. Upon information and belief, Defendant's use of a mark that is confusingly  
 20 similar to the TERRA DE PROMISSIO Mark will increase the popularity and profitability of  
 21 Defendant's products. Moreover, the Karrens, and consumers, will be harmed by such confusion as  
 22 Defendant will unjustly benefit from the false association with the Karrens' TERRA DE  
 23 PROMISSIO Mark at no cost to Defendant. This will harm the Karrens by endangering and  
 24 undermining the ability of their TERRA DE PROMISSIO Mark to serve as a unique and  
 25 distinctive indicator of the quality and characteristics of the goods bearing such mark.

26 35. In addition, there has been actual confusion of the parties and their respective marks  
 27 by members of the trade and consumers alike. For example, in an email dated March 18, 2014, the  
 28 publisher and owner of PinotFile, a leading online newsletter focused upon Pinot Noir wines,

1 wrote:

2 “I see your vineyard name showing up on more and more vineyard  
3 designated Pinots these days.

4 Couple of questions:

5 The 2011 Domaine Carneros Terra de Promissio Pinot impressed  
6 me at the recent World of Pinot Noir – can you tell me more about  
7 this wine – nothing on the winery website.”

8 36. Likewise, consumers have approached the Karrens at various winery tastings and  
9 events featuring wines from licensees of the Karrens’ TERRA DE PROMISSIO Mark, and  
10 informed the Karrens that they also enjoyed wines made from the Karrens’ grapes at Defendant’s  
11 winery – when Defendant is not a licensee of the Karrens and does not source grapes from the  
12 Karrens’ vineyard.

13 37. Furthermore, the Karrens respectfully submit that Defendant fraudulently obtained  
14 registration of the Defendant’s Mark with the USPTO, by intentionally mistranslating the French  
15 phrase “la terre promise” as “the earth’s promise.” Upon information and belief, Defendant  
16 intentionally provided an erroneous English translation of Defendant’s Mark to the USPTO to  
17 avoid conflict with a previously registered trademark and to obscure the similarity in meaning with  
18 the Karrens’ previously registered TERRA DE PROMISSIO Mark.

19 38. The Karrens respectfully submit that the correct translation of Defendant’s mark is  
20 “the promised land,” as evidenced by the translation entry set forth in Collins Robert, French-  
21 English Dictionary (3d ed. 1993), p. 811 of the French-English section, and p. 621 of the English-  
22 French section. A true and correct copy of the above-referenced dictionary excerpts is attached  
23 hereto as Exhibit B.

24 39. Upon information and belief, the translation of “la terre promise” as “the promised  
25 land” is consistent with the standard structure of the French language in which adjectives most  
26 often follow the nouns that they modify. For example, the French title of the classic French film  
27 “The Red Balloon” is “Le Ballon Rouge” in which the French word for red (“rouge”) follows the  
28 noun balloon (“balloon”). Similarly, in the French phrase “la terre promise,” the French word “la  
terre” means the land (or earth or ground) and the French word “promise” means “promised,” the

1 past participle of the verb “to promise.” Technically, the French word “promise” in Defendant’s  
 2 Mark is the past participle of the French verb “promettre” and not a noun at all. Literally, the  
 3 French phrase means “the land promised,” which, when converted to standard English word order  
 4 in which adjectives come first, would read “the promised land.”

5 40. Upon information and belief, Defendant, being owned by a French company,  
 6 Champagne Taittinger, and whose own officers are bilingual, had all the necessary language  
 7 background and resources to translate the French phrase “la terre promise” correctly for its  
 8 trademark application.

9 41. However, at the time Defendant applied for its mark, there was a prior registered  
 10 mark for the words PROMISED LAND for “wines, spirits, liqueurs” in International Class 033  
 11 (U.S. Reg. No. 2,973,480), which was and is owned by Taylors Wines Pty Limited (the  
 12 “PROMISED LAND mark”). A copy of the Status Page for the PROMISED LAND mark,  
 13 downloaded from the USPTO TSDR server, is attached hereto as Exhibit C. The Status Page  
 14 reflects that the PROMISED LAND mark was in good standing at the time that Defendant applied  
 15 for Defendant’s Mark, and that Section 8 and 15 filings for the PROMISED LAND mark were  
 16 timely made.

17 42. Upon information and belief, the translation offered by Defendant – “the earth’s  
 18 promise” – is not consistent with the meaning of the French phrase “la terre promise.” First,  
 19 Defendant’s translation of the French “promise” by the English “promise” is a classic example of  
 20 the “false friend” which occurs between English and French (and other Romance languages  
 21 derived from Latin). The French word for the English noun “promise” is “promesse.” See Exhibit  
 22 B, Collins Robert, French-English Dictionary (3d ed. 1993), p. 621 of the English-French section,  
 23 and p. 651 of the French-English section, a true and correct copy of which is attached hereto as  
 24 Exhibit D. In the French phrase, the noun “the earth” (la terre) is a noun modified by the adjective  
 25 “promised” (promise). Literally, the French phrase reads as “the earth promised” or “the land  
 26 promised.” The translation offered by Defendant reverses this grammatical order. In Defendant’s  
 27 translation, the word “promise” (promise) is a noun modified by the possessive adjective “earth’s”  
 28 (terre). In the French phrase, the word “terre” is not possessive and is not an adjective. The French

language does not use the “s” to create a possessive expression. Instead, the French language relies upon the use of the indefinite article “de” (of, in various senses of the term) to express possession. The English phrase “Robert’s bicycle”, for example, becomes “la bicyclette de Robert” (the bicycle of Robert). Upon information and belief, the correct way to translate “the earth’s promise” in French is “la promesse de la terre.” Defendant’s translation of Defendant’s Mark, while containing the root words of “earth” and “promise” that occur in Defendant’s Mark, distorts the meaning of the French phrase “la terre promise” in a way which violates the rules of French grammar and bears no resemblance to its actual meaning.

43. Upon information and belief, Defendant knowingly submitted an incorrect translation of the French phrase “la terre promise” in its trademark application in order to avoid rejection of its proposed trademark if it had submitted the correct translation of its mark. The correct translation would have alerted the USPTO trademark examiner that Defendant’s mark was merely a translation of Taylors Wines Pty Limited’s PROMISED LAND mark into French. Upon information and belief, had the examiner become aware of this translation, the examiner would have rejected Defendant’s application on the grounds of foreign equivalents. See Section 4 of Article 1207.01(b)(vi) of the USPTO Trademark Manual of Examination Procedure. Under the doctrine of foreign equivalents, a foreign word (from a language familiar to an appreciable segment of American consumers) and the English equivalent may be held to be confusingly similar, thus precluding registration under 15 U.S.C. § 1052(d).

44. Upon information and belief, having fraudulently obtained its registration through the subterfuge of the incorrect translation of Defendant’s Mark, Defendant’s actions since that time show that it is quite aware of the correct translation of the French phrase. Defendant’s own website now translates Defendant’s Mark as “the Promised Land.” Defendant’s website contains a web page that features an image of a bottle of wine bearing Defendant’s Mark, and text which states in relevant part,

2011 LA TERRE PROMISE PINOT NOIR  
We call it the Promised Land (“La Terre Promise”) and it just might be  
the most picturesque ranch in Carneros.

A true and correct print out of the above-referenced web page is attached hereto as Exhibit E.



45. On or around February 5, 2014, the Karrens, through their attorneys, filed a Petition for Cancellation (the "Petition") with the USPTO seeking cancellation of the Defendant's Mark. The Petition summarized the Karrens' prior use and rights in the registered and incontestable TERRA DE PROMISSIO Mark.

46. In response, Defendant has filed an Answer and Counterclaim with the USPTO, seeking cancellation of the TERRA DE PROMISSIO Mark or, in the alternative, allowing Defendant's Mark to retain its registration but have it limited to wines sold from Defendant's winery directly to consumers. However, such limitation would fail to reasonably eliminate the likelihood of confusion, as evidenced by the actual confusion amongst consumers who have tasted Defendant's wine labeled with Defendant's Mark at Domaine Carneros as previously addressed herein. Furthermore, the Karrens now have a bonded winery, and intend to produce, market, and sell their own proprietary wines directly to consumers under their TERRA DE PROMISSIO Mark. Accordingly, Defendant's proposed limitation on trade channels is not adequate to protect against the erosion of goodwill in the Karrens' TERRA DE PROMISSIO Mark.

47. To date, Defendant has refused to cease its use of the Defendant's Mark, and has indicated that it will continue to intentionally use that mark on wines, including, but not limited to, still Pinot Noir red wines.

48. Defendant's actions have been deliberate, willful, malicious and intentional, and conducted with the intent of trading on the goodwill in the Karrens' TERRA DE PROMISSIO Mark.

49. This case is an exceptional case, entitling the Karrens to treble damages and attorneys' fees as allowed for under the law.

**FIRST CLAIM FOR RELIEF**  
**Cancellation of Trademark Registration: 15 U.S.C. §§ 1064(3) and 1119**

50. Plaintiffs repeat and re-allege each of the factual allegations contained in paragraphs 1 through 49 as if fully set forth herein.

51. Defendant fraudulently obtained Defendant's Mark in violation of 15 U.S.C. § 1064(3) by knowingly making false, material representations of fact in connection with its

1 application by, among other things, submitting an incorrect translation of its proposed mark in its  
 2 application, and submitting a declaration stating that all statements made therein were true, when  
 3 Defendant knew such representations were false, to induce the authorized agents of the USPTO to  
 4 grant registration of Defendant's Mark, and pursuant to 15 U.S.C. § 1119 this court should direct  
 5 the Commissioner of Trademarks to cancel the registration of Defendant's Mark, and award  
 6 Plaintiffs damages sustained in consequence thereof pursuant to 15 U.S.C. § 1120.

7 52. In addition, the Defendant's Mark has been and is likely to be confused with  
 8 Plaintiffs' TERRA DE PROMISSIO Mark in violation of 15 U.S.C. § 1052(d).

9 53. Continued registration of Defendant's Mark will cause Plaintiffs harm as it calls  
 10 into question Plaintiffs' exclusive rights in their TERRA DE PROMISSIO Mark.

11 54. Defendant's Mark is directly at issue in this infringement action, and pursuant to 15  
 12 U.S.C. § 1119 this court should direct the Commissioner of Trademarks to cancel the registration  
 13 of Defendant's Mark based upon the confusing similarity to Plaintiffs' earlier registered TERRA  
 14 DE PROMISSIO Mark.

15 **SECOND CLAIM FOR RELIEF**  
 16 **Federal Trademark Infringement: 15 U.S.C. § 1114**

17 55. Plaintiffs repeat and re-allege each of the factual allegations contained in  
 18 paragraphs 1 through 54 as if fully set forth herein.

19 56. Defendant's above-stated actions and use of Defendant's Mark constitute use in  
 20 commerce of a reproduction, copy or colorable imitation, and thus infringement, of Plaintiffs'  
 21 registered mark in connection with the sale, offering for sale, distribution or advertising of goods  
 22 on or in connection with which such use is likely to cause consumer confusion, deception or  
 23 mistake as to source, sponsorship or approval of the Defendants' aforesaid goods in violation of 15  
 24 U.S.C. §1114.

25 57. Defendant's ongoing acts of infringement are willful and deliberate, and result in  
 26 substantial damage to Plaintiffs in an amount to be determined at trial.

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**THIRD CLAIM FOR RELIEF**  
**Federal Unfair Competition: 15 U.S.C. § 1125(a)**

58. Plaintiffs repeat and re-allege each of the factual allegations contained in paragraphs 1 through 57 as if fully set forth herein.

59. Defendant's use of Defendant's Mark to market and promote wines constitutes unfair competition in violation of 15 U.S.C. § 1125(a).

60. Defendant's use of Defendant's Mark constitutes a false designation of origin in violation of 15 U.S.C. § 1125(a).

61. Defendant's ongoing acts of unfair competition and false designation of origin are willful and deliberate, and result in substantial damage to Plaintiffs in an amount to be determined at trial.

**FOURTH CLAIM FOR RELIEF**  
**California Unfair Competition: Business and Professions Code § 17200**

62. Plaintiffs repeat and re-allege each of the factual allegations contained in paragraphs 1 through 61 as if fully set forth herein.

63. Defendant's above-stated actions constitute unfair competition and unlawful, unfair or fraudulent business acts or practices in violation of Cal. Bus. & Prof. Code. § 17200.

64. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiffs are entitled to preliminary and permanent injunctive relief ordering Defendant to cease its unfair competition, and disgorgement of all of Defendant's profits associated with its unfair competition.

**FIFTH CLAIM FOR RELIEF**  
**California Common Law Unfair Competition**

65. Plaintiffs repeat and re-allege each of the factual allegations contained in paragraphs 1 through 64 as if fully set forth herein.

66. Defendant's actions constitute unfair competition under the common law of the State of California.

67. Defendant's ongoing acts of unfair competition are willful and deliberate, and result in substantial damage to Plaintiffs in an amount to be determined at trial.

//

//

**SIXTH CLAIM FOR RELIEF**  
**California Common Law Trademark**

68. Plaintiffs repeat and re-allege each of the factual allegations contained in paragraphs 1 through 67 as if fully set forth herein.

69. Defendant's actions constitute trademark and service mark infringement in violation of the common law of the State of California.

70. Defendant's ongoing acts of infringement are willful and deliberate, and result in substantial damage to Plaintiffs in an amount to be determined at trial.

**SEVENTH CLAIM FOR RELIEF**  
**Common Law Fraud**

71. Plaintiffs repeat and re-allege each of the factual allegations contained in paragraphs 1 through 70 as if fully set forth herein.

72. Defendant made representations in the application for Defendant's Mark as set forth herein concerning the English translation of Defendant's Mark and the truth of all statements made therein.

73. The representations therein alleged were false and were made by Defendant with the intent to induce the USPTO, including, but not limited to, the USPTO examining attorney assigned to review Defendant's application for Defendant's Mark, to grant registration of Defendant's Mark.

74. Upon information and belief, at the time the representations were made, the USPTO, including, but not limited to, the USPTO examining attorney assigned to review Defendant's application, was ignorant of the falsity of Defendant's representations, and was thereby fraudulently induced to approve Defendant's Mark for registration.

75. Upon information and belief, the USPTO, including, but not limited to, the USPTO examining attorney assigned to review Defendant's application, was justified in relying on the representations made by Defendant to its detriment as well as the detriment of Plaintiffs. As a proximate result of the fraudulent conduct of Defendant, Defendant's Mark has been registered, Plaintiffs have now been damaged thereby and must incur the costs of investigation and prosecution of the instant action, and are further damaged by the continued registration of

1 Defendant's Mark, which calls into question Plaintiffs' exclusive rights in their TERRA DE  
2 PROMISSIO Mark.

3 76. The aforementioned conduct of Defendant involved intentional misrepresentation,  
4 deceit, or concealment of material facts known to it with the intention of thereby causing the  
5 USPTO to register Defendant's Mark to Plaintiffs' detriment. As such, Defendant's acts were  
6 willful and deliberate and result in substantial damage to Plaintiffs in an amount to be determined  
7 at trial, and awarded to Plaintiffs in consequence thereof pursuant to 15 U.S.C. § 1120 and other  
8 applicable law.

9 77. Furthermore, such conduct was despicable, involved malice and was in conscious  
10 disregard of Plaintiffs' rights, and Plaintiffs are therefore entitled to exemplary damages.

### 11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs request that judgment be entered as follows:

- 13 1. For an order cancelling Defendant's Mark;
- 14 2. For an order requiring Defendant to show cause why it should not be enjoined as set  
15 forth herein, during the pendency of this action, upon application for such by Plaintiffs;
- 16 3. For a preliminary and permanent injunction enjoining Defendant, and its agents,  
17 servants, and employees, and all persons acting under, in concert with, or for Defendant from the  
18 use of Defendant's Mark as part of a brand name or trademark in connection with the manufacture,  
19 distribution, offering for sale, sale, marketing, advertising and/or promotion of wine or related  
20 retail items and to enjoin those persons from the use of any other trademark calculated or likely to  
21 cause confusion or mistake in the mind of the trade or public or to deceive the trade or public into  
22 believing that Defendant's business is in any way associated or affiliated with or related to  
23 Plaintiffs;
- 24 4. For an order requiring Defendant to deliver up and destroy all advertising,  
25 promotional and other materials bearing the infringing designations together with all artwork and  
26 other means and materials for making and reproducing the same;
- 27 5. For an order directing Defendant to file with this Court, and serve on Plaintiffs  
28 within 15 days after service of an injunction, a report in writing, under oath, setting forth in detail

1 the manner and form in which Defendant has complied with any injunction or restraining order;

2 6. As to those claims for which this element of relief is applicable, for all of  
3 Defendant's profits derived from its infringement of Plaintiffs' TERRA DE PROMISSIO Mark in  
4 an amount to be determined at trial;

5 7. As to those claims for which this element of relief is applicable, for compensatory  
6 damages in an amount to be determined at trial, plus interest at the legal rate;

7 8. As to those claims for which this element of relief is applicable, for treble damages  
8 on the basis that this is an exceptional case;

9 9. As to those claims for which this element of relief is applicable, for punitive and/or  
10 exemplary damages in an amount to be determined at trial;

11 10. As to those claims for which this element of relief is applicable, for Plaintiffs'  
12 reasonable attorneys' fees and court costs expended in this action;

13 11. For costs of the suit incurred herein;

14 12. For such other and further relief as the Court may deem just and proper; and

15 13. For trial by jury of this action and its claims for relief.

16 Dated: November 5, 2014

Respectfully submitted,

17 CARLE, MACKIE, POWER & ROSS LLP  
18

19 By: /s/ Richard C. O'Hare

20 John B. Dawson

21 Jay M. Behmke

22 Richard C. O'Hare

100 B Street, Suite 400

Santa Rosa, CA 95401

23 Telephone: (707) 526-4200

24 Facsimile: (707) 526-4707

25 Attorneys for Plaintiffs

26 Diana Karren and Charles Karren  
27  
28

**DEMAND FOR JURY TRIAL**

As set forth in its Complaint and prayer for relief, Plaintiffs hereby request a trial by jury in this matter.

Dated: November 5, 2014

Respectfully submitted,

CARLE, MACKIE, POWER & ROSS LLP

By: /s/ Richard C. O'Hare

John B. Dawson

Jay M. Behmke

Richard C. O'Hare

100 B Street, Suite 400

Santa Rosa, CA 95401

Telephone: (707) 526-4200

Facsimile: (707) 526-4707

Attorneys for Plaintiffs

Diana Karren and Charles Karren

# **EXHIBIT A**

PDF Form TEAS Plus (Rev. 07/07/08)  
 CHARACTERS (Required for U.S. applicants)

# Trademark/Service Mark Application, Principal Register

## TEAS Plus Application

Serial Number: 77514016

Filing Date: 07/02/2008

**NOTE:** Data fields with the \* are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
<b>MARK INFORMATION</b>	
*MARK	<u>LA TERRE PROMISE</u>
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	LA TERRE PROMISE
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
*OWNER OF MARK	Domaine Carneros, Ltd.
*STREET	1240 Duhig Road
*CITY	Napa
*STATE (Required for U.S. applicants)	California
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	94558
<b>LEGAL ENTITY INFORMATION</b>	
*TYPE	CORPORATION



<b>* STATE/COUNTRY OF INCORPORATION</b>	Delaware
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>*INTERNATIONAL CLASS</b>	033
<b>*IDENTIFICATION</b>	Wines
<b>*FILING BASIS</b>	SECTION 1(b)
<b>ADDITIONAL STATEMENTS SECTION</b>	
<b>*TRANSLATION (if applicable)</b>	The foreign wording in the mark translates into English as the earth's promise.
<b>*TRANSLITERATION (if applicable)</b>	
<b>*CLAIMED PRIOR REGISTRATION (if applicable)</b>	
<b>*CONSENT (NAME/LIKENESS) (if applicable)</b>	
<b>*CONCURRENT USE CLAIM (if applicable)</b>	
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Katja Loeffelholz
<b>FIRM NAME</b>	Gaw VanMale Smith Myers & Miroglio PLC
<b>STREET</b>	1000 Main Street, Third Floor
<b>CITY</b>	Napa
<b>STATE</b>	California
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	94559
<b>PHONE</b>	707-252-9000
<b>FAX</b>	707-252-0792
<b>EMAIL ADDRESS</b>	kl@gawvanmale.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>CORRESPONDENCE INFORMATION</b>	
<b>*NAME</b>	Katja Loeffelholz
<b>FIRM NAME</b>	Gaw VanMale Smith Myers & Miroglio PLC
<b>*STREET</b>	1000 Main Street, Third Floor
<b>*CITY</b>	Napa



<b>*STATE</b> (Required for U.S. applicants)	California
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE</b>	94559
<b>PHONE</b>	707-252-9000
<b>FAX</b>	707-252-0792
<b>*EMAIL ADDRESS</b>	kl@gawvanmale.com
<b>*AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>FEE PER CLASS</b>	275
<b>*TOTAL FEE PAID</b>	275
<b>SIGNATURE INFORMATION</b>	
<b>* SIGNATURE</b>	/Katja Loeffelholz/
<b>* SIGNATORY'S NAME</b>	Katja Loeffelholz
<b>* SIGNATORY'S POSITION</b>	Attorney of record
<b>* DATE SIGNED</b>	07/02/2008

TEAS Form 307a (Rev. 03/07)  
OMB No. 0730-0009 Exp. 12/31/2009

## **Trademark/Service Mark Application, Principal Register**

### **TEAS Plus Application**

**Serial Number: 77514016**

**Filing Date: 07/02/2008**

#### **To the Commissioner for Trademarks:**

**MARK:** LA TERRE PROMISE (Standard Characters, see mark)

The literal element of the mark consists of LA TERRE PROMISE.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Domaine Carneros, Ltd., a corporation of Delaware, having an address of  
1240 Duhig Road  
Napa, California 94558  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

**For specific filing basis information for each item, you must view the display within the Input Table.**

International Class 033: Wines

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

The foreign wording in the mark translates into English as the earth's promise.

The applicant hereby appoints Katja Loeffelholz of Gaw VanMale Smith Myers & Miroglio PLC  
1000 Main Street, Third Floor  
Napa, California 94559  
United States

to submit this application on behalf of the applicant.

Correspondence Information: Katja Loeffelholz

1000 Main Street, Third Floor

Napa, California 94559

707-252-9000(phone)

707-252-0792(fax)

kl@gawvanmale.com (authorized)

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1

class(es).

### **Declaration**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Katja Loeffelholz/ Date Signed: 07/02/2008

Signatory's Name: Katja Loeffelholz

Signatory's Position: Attorney of record

RAM Sale Number: 4060

RAM Accounting Date: 07/03/2008

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# LA TERRE PROMISE

# **EXHIBIT B**



# COLLINS ROBERT FRENCH ► ENGLISH ENGLISH ► FRENCH DICTIONARY

Unabridged

by

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Alain Duval Rosemary C. Milne

and

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THIRD EDITION



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## terminaison

810 FRANÇAIS-ANGLAIS

[opération] to reach its *ou* a conclusion; [paiement] to fall due; mettre un ~ à qch to put an end *ou* a stop to sth; mener qch à (son) ~ to bring sth to completion, carry sth through (to completion); arrivé au ~ de sa vie having reached the end *ou* the term (littér) of his life; prévisions/projets à court/long ~ short-term *ou* short-range/long-term *ou* long-range forecasts/plans; à ~ c'est ce qui arrivera this is what will happen eventually *ou* sooner or later *ou* in the long run *ou* in the end.

c. (Méd.) à ~ accouchement full-term; naître at term; avant ~ naître, accoucher prematurely; bébé né/naissance avant ~ premature baby/birth; un bébé né 2 mois avant ~ a baby born 2 months premature, a 2-months premature baby.

d. [loyer] (date) term, date for payment; (période) quarter, rental term *ou* period; (somme) (quarterly) rent (NonC). payer à ~ échu to pay at the end of the rental term, pay a quarter *ou* term in arrears; le (jour du) ~ the term *ou* date for payment; il a un ~ de retard he's one quarter *ou* one payment behind (with his rent); devoir/payer son ~ to owe/pay one's rent.

e. (Bourse, Fin) à ~ forward; transaction à ~ (Bourse de marchandises) forward transaction; (Bourse des valeurs) settlement bargain; marché à ~ settlement market, forward market; crédit/emprunt à court/long ~ short-term *ou* short-dated/long-term *ou* long-dated credit/loan, short/long credit/loan.

f. (relations) ~s terms; être en bons/mauvais ~s avec qn to be on good *ou* friendly/bad terms with sb; ils sont dans les meilleurs ~s they are on the best of terms.

terminaison [terminezɔ̃] nf (Ling) ending, (Anat) ~s nerveuses nerve endings.

terminal, e, mpl -aux [terminal, o] 1. adj élément, bourgeois, phase de maladie terminal. (Scol) classe ~e final year, ~ upper sixth (form) (Brit), senior year. (US); malade au stade ~ terminally ill patient. 2 nm a. (aérogare) (air) terminal. b. [pétrole, marchandises] terminal. ~ pétrolier oil terminal; ~ maritime shipping terminal. c. [ordinateur] terminal. ~ intelligent/passif smart *ou* intelligent/dumb terminal; ~ de paiement électronique electronic payment terminal; ~ point de vente point-of-sale *ou* POS terminal. 3. terminale nf (Scol) voir 1.

terminer [termine] 1. vt a. (clôre) débat, séance to bring to an end *ou* to a close, terminate.

b. (achever) travail to finish (off), complete; repas to finish, end; vacances, temps d'exil to end, finish; récit, débat to finish, close, end. il termina en nous réprimandant he finished (up *ou* off) *ou* he ended by giving us a reprimand; j'ai terminé ainsi ma journée and so I ended my day; nous avons terminé la journée/soirée chez un ami/par une promenade we finished off *ou* ended the day/evening at a friend's house/with a walk; ~ ses jours à la campagne/à l'hôpital to end one's days in the country/in hospital; ~ un repas par un café, to finish off *ou* round off *ou* end a meal with a coffee; ~ un livre par quelques conseils pratiques to end a book with a few pieces of practical advice; en avoir terminé avec un travail to be finished with a job; j'en ai terminé avec eux I am *ou* have finished with them, I have done with them; pour ~ je dirais que... in conclusion *ou* to conclude I would say that..., and finally I would say that...; j'attends qu'il termine I'm waiting for him to finish, I'm waiting till he's finished.

c. (former le dernier élément) le café termina le repas the meal finished *ou* ended with coffee, coffee finished off *ou* concluded *ou* ended the meal; un bourgeois termine la tige the stalk ends in a bud.

2. se terminer vpr a. (prendre fin) [vue, domaine] to end, terminate (frm); [affaire, repas, vacances] to (come to an) end. les vacances se terminent demain the holidays finish *ou* (come to an) end tomorrow; le parc se termine ici the park ends here; ça s'est bien/mal terminé it ended well/badly, it turned out well *ou* all right/badly (in the end); alors ces travaux, ça se termine? well, is the work just about complete *ou* done?; (impatience) when's the work going to be finished?...

b. (s'achever sur) se ~ par to end with; la thèse se termine par une bibliographie the thesis ends with a bibliography; la soirée se termina par un jeu the evening ended with a game; ces verbes se terminent par le suffixe "ir" these verbs end in the suffix "ir".

c. (finir en) se ~ en to end in; les mots qui se terminent en "ation" words which end in "ation"; cette comédie se termine en tragédie this comedy ends in tragedy; se ~ en pointe to end in a point.

terminologie [terminoloʒi] nf terminology.

terminologique [terminoloʒik] adj terminological.

terminologue [terminoloʒ] nm terminologist.

terminus [terminys] nm [autobus, train] terminus. ~ tout le monde descend! (last stop!) all change!

termite [termit] nm termite, white ant.

termitière [termitjɛr] nf ant-hill, termitary (spéc).

ternaire [ternɛr] adj compound.

terne [tern] adj teint colourless, lifeless; regard lifeless, lacklustre; personne dull, colourless, drab; style, conversation dull, drab, lacklustre; couleur, journée, vie dull, drab.

terni, e [terni] (ptp de ternir) adj argenterie, métal, réputation tarnished; glace dulled.

ternir [ternir] 2. 1. vt a. (lit) métal to tarnish; glace, meuble to dull; teint to drain of colour. b. (fig) mémoire, honneur, réputation to stain,

tarnish, sully, besmirch. 2. se ternir vpr [métal] to tarnish, become tarnished; [glace] to (become) dull; [réputation] to become tarnished *ou* stained.

ternissement [ternismɑ̃] nm [métal] tarnishing; [glace] dulling.

ternissure [ternisyʁ] nf (voir terni) (aspect) tarnish, tarnished condition; dullness; (tache) tarnished spot; dull spot.

terrain [terɛ̃] 1. nm a. (relief) ground, terrain (spéc, littér); (sol) soil, ground. ~ caillouteux/vallonné stony/hilly ground; ~ meuble/lourd loose/heavy soil *ou* ground; c'est un bon ~ pour la culture it's (a) good soil for cultivation; voir accident, glissement, tout.

b. (Ftbl, Rugby) pitch, field; (avec les installations) ground; (Courses, Golf) course. ~ de basket-ball basketball court; sur le ~ on the field; disputer un match sur ~ adverse/sur son propre ~ to play an away/a home match.

c. (Comm: étendue de terre) land (NonC); (parcelle) plot (of land), piece of land; (à bâtir) site. ~ à lotir land for dividing into plots; chercher un ~ convenable pour un bâtiment to look for a suitable site for a building; "à bâtir" "site *ou* building land for sale"; une maison avec 2 hectares de ~ a house with 2 hectares of land; le prix du ~ à Paris the price of land in Paris.

d. (Géol, Géol: souvent pl) formation, les ~s primaires/glaciaires primary/glacial formations.

e. (Mil) (lieu d'opérations) terrain; (gagné *ou* perdu) ground. en ~ ennemi on enemy ground *ou* territory; disputer le ~ (Mil) to fight for every inch of ground; (fig) to fight every inch of the way; (lit, fig) céder/gagner/perdre du ~ to give/gain/lose ground; céder du ~ à l'ennemi to lose *ou* yield ground to the enemy, fall back before the enemy; [négociateurs] ils finiront par céder du ~ in the end they'll make concessions; l'épidémie cède du ~ devant les efforts des médecins the epidemic is receding before the doctors' efforts; la livre a cédé/gagné du ~ the pound has lost/gained ground (par rapport à against); reconnaître le ~ (lit) to reconnoitre the terrain; (fig) to see how the land lies, get the lie (Brit) *ou* lay (US) of the land; (fig) sonder *ou* tâter le ~ to test the ground, put out feelers; avoir l'avantage du ~ (lit) to have territorial advantage; (fig) to have the advantage of being on (one's) home ground; préparer/déblayer le ~ to prepare/clear the ground; aller/être sur le ~ to go out into/be out in the real world *ou* in the field.

f. (fig: domaine, sujet) ground. être sur son ~ to be on home ground *ou* territory; trouver un ~ d'entente to find common ground *ou* an area of agreement; chercher un ~ favorable à la discussion to seek an area conducive to (useful) discussion; je ne le suivrai pas sur ce ~ I can't go along with him there *ou* on that, I'm not with him on that; être en *ou* sur un ~ mouvant to be on uncertain ground; être sur un ~ glissant to be on slippery *ou* dangerous ground; le journaliste s'aventura sur un ~ brûlant the journalist ventured onto dangerous ground *ou* risked tackling a highly sensitive *ou* ticklish issue; l'épidémie a trouvé un ~ très favorable chez les réfugiés the epidemic found an ideal breeding ground amongst the refugees; (Méd) ~ allergique conditions likely to produce allergies.

2. comp terrain d'atterrissage landing ground terrain d'aviation airfield terrain de camping campsite, camping ground terrain de chasse hunting ground terrain d'exercice training ground terrain de jeu playing field terrain militaire army ground terrain de sport sports ground terrain de tir shooting *ou* firing range terrain vague waste ground (NonC), wasteland (NonC).

terrasse [teras] nf a. [parc, jardin] terrace. cultures en ~s terrace cultivation; (Géol) ~ fluviale river terrace. b. [appartement] terrace; (sur le toit) terrace roof. toiture en ~, toit ~ flat roof. c. [café] terrace, pavement (area). j'ai aperçu Charles assis à la ~ du Café Royal I saw Charles sitting at the terrace of the Café Royal *ou* outside the Café Royal; à la *ou* en ~ outside; il refusa de me servir à la *ou* en ~ he refused to serve me outside. d. (Constr: métier) excavation work, faire de la ~ to do excavation work.

terrassement [terasasmɑ̃] nm a. (action) excavation, travaux de ~ excavation works; engins de ~ earth-moving *ou* excavating equipment. b. (terres creusées) ~s excavations, earthworks; [voie ferrée] embankments.

terrasser [terase] 1. vt a. personne [adversaire] to floor, bring down; [attaque] to bring down; (fig) [fatigue] to overcome; [émotion, nouvelle] to overwhelm; [maladie] to strike down. cette maladie l'a terrassé this illness laid him low; terrassé par une crise cardiaque struck down *ou* felled by a heart attack. b. (Tech) to excavate, dig out; (Agr) to dig over.

terrassier [terasje] nm unskilled road worker, navvy (Brit).

terre [tɛr] 1. nf a. (planète) earth; (monde) world. la planète T~ the planet Earth; Dieu créa le Ciel et la T~ God created the Heavens and the Earth, God created Heaven and Earth; il a parcouru la ~ entière he has travelled the world over, he has travelled all over the globe; prendre à témoin la ~ entière to take the world as one's witness; tant qu'il y aura des hommes sur la ~ as long as there are men on (the) earth; être seul sur (la) ~ to be alone in (all) the world; il ne faut pas s'attendre au bonheur sur (cette) ~ happiness is not to be expected in this world *ou* on this earth; (fig) redescendre *ou* revenir sur ~ to come down *ou* back



## ANGLAIS

## FRANÇAIS-ANGLAIS 811

## terre

nish, become  
tarnished ou

illing.  
nished condi-

r); (sof) soil,  
meuble/lourd  
it's (a) good

ns) ground;  
sur le ~ on  
~ to play an

lot (of land),  
plots; cher-  
ble site for a  
maison avec  
~ à Paris the

res/glacières

ground. en ~  
to fight for  
ay; (lit. fig)  
ter du ~ à  
efore the en-  
they'll make  
nécessaires the  
cédé/gagné  
à against);  
see how the  
sonder ou  
je du ~ (lit)  
of being on  
re/clear the  
world ou in

ome ground  
ou an area  
eek an area  
~ I can't go  
~ être en ou  
glissant to  
ra sur un ~  
risked tack-  
é un ~ très  
ding ground  
to produce

► terrain  
ing ground  
ce training  
rmy ground  
ig ou firing  
'onC).  
~s terrace  
nt/terrace;  
ité terrace,  
Royal I saw  
le the Café  
n ~ he re-  
work. faire

vaux de ~  
equipment.  
e) embank-  
ring down;  
n, nouvelle/  
rrassé this  
k down ou  
Agr) to dig

ête T~ the  
avens and  
entière he  
lobe; pren-  
tant qu'il y  
earth; être  
ttendre ou  
s world ou  
vn ou back

to earth; voir remuer, sel, ventre.

b (sol: surface) ground, land; (matière) earth, soil; (pour la poterie) clay. pipe/vase en ~ clay pipe/vase; ne t'allonge pas par ~, la ~ est humide don't lie on the ground — it's damp, don't lie down — the ground is damp; une ~ fertile/aride a fertile/an arid ou a barren soil; retourner/labourer la ~ to turn over/work the soil; travailler la ~ to work the soil ou land; planter des arbres en pleine ~ to plant trees in the (open) ground; poser qch à ou par ~ to put sth (down) on the ground; jeter qch à ou par ~ to throw sth (down) on the ground, throw sth to the ground; cela fiche ou flanque tous nos projets par ~\* that throws all our plans out of the window, that really messes up all our plans\*, that puts paid to all our plans; mettre qn en ~ to bury sb; mettre qch en ~ to put sth into the soil; 5 mètres sous ~ 5 metres underground; (fig) être à six pieds sous ~ to be six feet under, be pushing up the daisies\*; (fig: de honte) j'aurais voulu rentrer sous ~ I wished the earth would swallow me up, I could have died\*; voir chemin, motte, toucher, ver.

c (étendue, campagne) ~s land (NonC); une bande ou langue de ~ a strip of tongue of land; retourner à la/almer la ~ to return to/love the land; des ~s à blé corn-growing land; il a acheté un bout ou un lopin de ~ he's bought a piece ou patch ou plot of land; ~s cultivées cultivated land; ~s en friche ou en jachère/incultes fallow/uncultivated land.

d (par opposition à mer) land (NonC). sur la ~ ferme on dry land, on terra firma; apercevoir la ~ to sight land; (Naut) ~! land ho!; (Naut) aller à ~ to go ashore; dans les ~s inland; aller/voyager par (voie de) ~ to go/travel by land ou overland; voir toucher.

e (propriété, domaine) land (gén NonC). la ~ land; une ~ an estate; il a acheté une ~ en Normandie he's bought an estate ou some land in Normandy; vivre sur/de ses ~s to live on/off one's lands ou estates; se retirer sur ses ~s to go and live on one's country estate; la ~ est un excellent investissement land is an excellent investment.

f (pays, région) land, country. sa ~ natale his native land ou country; la France, ~ d'accueil France, (the) land of welcome; ~s lointaines/australes distant/southern lands; la T~ promise the Promised Land.

g (Élec) earth (Brit), ground (US). mettre ou relier à la ~ to earth (Brit), ground (US); voir pris.

h (2) comp ► la Terre Adélie the Adélie Coast, Adélie Land ► terre battue hard-packed surface; (Tennis) jouer sur terre battue to play on a hard court ► terre brûlée: politique de la terre brûlée (fig) scorched earth policy ► terre de bruyère heath-mould, heath-peat ► terre cuite

(pour briques, tuiles) baked clay; (pour jattes, statuettes) terracotta; objets en terre cuite, terres cuites terracotta ware (NonC); une terre cuite a terracotta (object) ► la Terre de Feu Tierra del Fuego ► terre

à foulon fuller's earth ► terre glaise clay ► terre-neuve nm (pl terres-neuves) (bateau) fishing boat (for fishing off Newfoundland); (marin) fisherman, trawlerman (who fishes off Newfoundland) ► Terre-Neuve nf Newfoundland ► terre-neuve nm inv (chien) New-

foundland terrier; (fig) cet homme est un vrai terre-neuve that man's a real (good) Samaritan! ► terre-neuvien, -ienne adj Newfoundland (épith) ► Terre-Neuvien(ne) nm,f (mpl Terre-Neuviens) Newfoundland-er

► terre-neuvier nm (pl terre-neuviers) = terre-neuve ► terre noire (Géog) chernozem ► terre-plein nm (pl terre-pleins) (Mil) terreplein; (Constr) platform; (sur chaussée) central reservation (Brit); center

divider strip (US) ► terre à potier potter's clay ► terres rares (Chim) rare earths ► la Terre sainte the Holy Land ► terre de

Sienna sienna ► terre à terre, terre-à-terre adj inv esprit down-to-earth, matter-of-fact; personne down-to-earth, unimaginative, prosaic; préoccupations mundane, workaday, prosaic ► terres vierges virgin lands.

terre<sup>2</sup> [ter] nf (poisson) sting ray.  
terreau [terro] nm compost, ~ de feuilles leaf mould.

terrer [tere] [1] se terrer vpr [a] (personne poursuivie) to flatten o.s., crouch down; [criminel recherché] to lie low; go to ground ou earth; [personne peu sociable] to hide (o.s.) away. terrés dans la cave pendant les bombardements hidden ou buried (away) in the cellar during the bombings. b [lapin, renard] (dans son terrier) to go to earth ou ground; (contre terre) to crouch down, flatten itself. [2] vt (Agr) arbre to earth

round ou up; pelouse to spread with soil; semis to earth over; (Tech) drap to full.

terrestre [terestre] adj [a] faune, flore, transports, habitat land (épith); surface, magnétisme earth's (épith), terrestrial, of earth. (Mil) effectifs land forces; (Mil) missile ~ land-based missile; voir crotte, écorce, globe. b (d'ici-bas) biens, plaisirs, vie earthly, terrestrial; voir paradis.

terreur [terœr] nf [a] (peur) terror (gén NonC). avec ~ with terror ou dread; valnes ~s vain ou empty fears; le dentiste était ma grande ~ the dentist was my greatest fear, I was terrified of the dentist; il vivait dans la ~ d'être découvert/de la police he lived in terror of being discovered/of the police. b (terrorisme) terror. (Hist) la T~ the (Reign of) Terror. c (\* hum: personne) terror. petite ~ little terror ou horror; jouer les ~s to play the tough guy\*; on l'appelait Joe la ~ he was known as Joe, the tough guy\*; c'est la ~ de la ville he's the terror of the town.

terreux, -euse [terœ, øz] adj [a] goût, odeur earthy. b sabots muddy;

mains grubby, soiled; salade gritty, dirty. c teint sallow, muddy; ciel muddy, leaden, sullen.

terri [teri] nm = terrii.

terrible [teribl] [1] adj [a] (effroyable) accident, maladie, châtiment terrible, dreadful, awful; arme terrible.

b (terrifiant, féroce) guerrier, air, menaces terrible, fearsome.

c (intensif) vent, force, pression, bruit, colère terrible, tremendous, fantastic. c'est un ~ menteur he's a terrible ou an awful liar; c'est ~ ce qu'il peut manger it's terrific ou fantastic what he can eat\*.

d (affligeant, pénible) terrible, dreadful, awful. c'est ~ d'en arriver là it's terrible ou awful ou dreadful to come to this; le ~ est qu'il refuse qu'on l'aide the awful ou dreadful part about it is that he refuses to be helped; il est ~, avec sa manie de toujours vous contredire he's awful ou dreadful, the way he's always contradicting you ou with his habit of always contradicting you; c'est ~ de devoir toujours tout répéter it's awful ou dreadful always having to repeat everything; voir enfant.

e (\* formidable) film, soirée, personne terrific\*, great\*, tremendous\*. ce film n'est pas ~ this film is nothing special ou nothing marvellous ou nothing to write home about ou no great shakes\* (Brit).

[2] adv [a] ça marche ~ it's working fantastically (well)\* ou really great\*.

terriblement [teribləmɑ] adv [a] (extrêmement) terribly, dreadfully, awfully. b (+ affreusement) terribly.

terrien, -ienne [terjē, jen] [1] adj [a] landed (épith), landowning (épith). propriétaire ~ landowner, landed proprietor. b vertus ~nes virtues of the soil ou land; avoir une vieille ascendance ~ne to come of old country stock. [2] nm [a] (paysan) man of the soil, countryman. b (habitant de la Terre) Earthman, earthling. c (non-marin) landsman. [3] terrienne nf (voir 2) countrywoman; Earthwoman, earthling; landswoman.

terrier [terje] nm [a] (tanière) [lapin, taupe] burrow, hole; [renard] earth. b (chien) terrier.

terrifiant, e [terifjɑ̃, jɑ̃] adj [a] (effrayant) terrifying. b (sens affaibli) progrès, appétit fearsome, incredible. c'est ~ comme il a malgr/ grandil it's awful ou frightening how much weight he has lost/how tall he has grown!

terrifier [terifje] [1] vt to terrify.

terril [teri(l)] nm (coal) tip, slag heap.

terrine [terin] nf (pot) earthenware vessel, terrine; (Culin) (récipient) terrine; (pâté) pâté; (\* tête) head, noddle\*. ~ du chef chef's special pâté.

territoire [teritwaʁ] nm (gén, Pol, Zool) territory; [département, commune] area; [évêque, juge] jurisdiction. ~s d'outre-mer (French) overseas territories; voir aménagement, surveillance.

territorial, e, mpl -iaux [teritorjal, jo] [1] adj [a] puissance land (épith); intégrité, modifications territorial. eaux ~es territorial waters; armée ~e Territorial Army. b (Jur: opposé à personnel) territorial. [2] nm (Mil) Territorial. [3] territoriale nf (Mil) Territorial Army.

territorialité [teritorjalite] nf (Jur) territoriality.

terroir [terwaʁ] nm [a] (Agr) soil. vin qui a un goût de ~ wine which has a taste ou tang of its soil. b (fig: région rurale) accent du ~ country ou rural accent, brogue; mots du ~ words with a rural flavour; il sent son ~ he is very much of his native heath ou soil; poète du ~ poet of the land.

terrorisant, e [terorizɑ̃, ɑ̃] adj terrifying.

terroriser [terorize] [1] vt to terrorize.

terrorisme [terorism] nm terrorism.

terroriste [terorist] adj, nmf terrorist.

tertiaire [tersjer] [1] adj (Géol, Méd) tertiary. (Écon) (secteur) ~ service industries, tertiary sector (spéc), tertiary industry (spéc). [2] nm (Géol) Tertiary; (Écon) service sector, tertiary sector, tertiary industry.

tertiarisation [tersjarizasjɔ̃] nf expansion ou development of the service sector.

tertio [tersjo] adv third(ly).

tertre [tertr] nm (monticule) hillock, mound, knoll (littér); [sépulture] (burial) mound.

tes [te] voir ton<sup>1</sup>.

tessiture [tesityr] nf (voix) tessitura; [instrument] range.

tesson [tesɔ̃] nm: (de bouteille) shard, sliver ou piece of broken glass ou bottle.

test<sup>1</sup> [test] [1] nm (gén) test. faire passer un ~ à qn to give sb a test;

soumettre qn à des ~s to subject sb to tests, test sb; ~ d'intelligence IQ test; ~ d'orientation professionnelle vocational ou occupational test; ~ d'aptitude/psychologique ou de personnalité aptitude/personality test; ~ de grossesse pregnancy test; ~ du SIDA AIDS test; ~ biologique biological test. [2] adj: conflit/région ~ test conflict/area.

test<sup>2</sup> [test] nm (Zool) test.

test<sup>3</sup> [test] nm = têt.

testable [testabl] adj testable.

testament [testamɑ̃] [1] nm [a] (Rel) Ancien/Nouveau T~ Old/New Testament.

b (Jur) will, testament (Jur). mourir sans ~ to die intestate (Jur, frm) ou without leaving a will; ceci est mon ~ this is my last will and



## ENGLISH-FRENCH 621

## projectionist

projection.  
**projectionist** [prɒ'dʒekʃənɪst] n projectionniste *mf*.  
**projective** [prɒ'dʒektɪv] adj projectif.  
**projector** [prɒ'dʒektə] n (*Cine etc*) projecteur *m*.  
**prolactin** [prɒ'ælæktɪn] n prolactine *f*.  
**prolapse** [prɒ'æləps] 1 n (*gen*) descente *f* d'organe, ptose *f*, prolapsus *m*; (*womb*) descente *f* de matrice or de l'utérus. 2 vi descendre.  
**prole** [prɒl] adj, n (*pej*) (abbr of proletarian) prolo<sup>g</sup> (*m*).  
**proletarian** [prɒ'leʃiən] 1 n prolétaire *mf*. 2 adj class, party prolétarien; *life, ways, mentality* de prolétaire.  
**proletarianize** [prɒ'leʃiənəɪz] vt prolétarianiser.  
**proletariat** [prɒ'leʃiəriət] n prolétariat *m*.  
**pro-life** [prɒ'laɪf] adj contre l'avortement.  
**proliferate** [prɒ'lɪfəreɪt] vi proliférer.  
**proliferation** [prɒ'lɪfə'reɪʃən] n prolifération *f*.  
**proliferous** [prɒ'lɪfərəs] adj prolifère.  
**prolific** [prɒ'lɪfɪk] adj prolifique.  
**prolix** [prɒ'liks] adj prolixe.  
**proximity** [prɒ'ksɪmɪtɪ] n proximité *f*.  
**prologue** [prɒ'ləʊg] n (*Literat etc*) prologue *m* (to de); (*fig*) prologue (to à).  
**prolong** [prɒ'ləʊŋ] vt prolonger. (*fig*) I won't ~ the agony je vais abréger tes souffrances.  
**prolongation** [prɒ'ləʊŋ'geɪʃən] n (*in space*) prolongement *m*; (*in time*) prolongation *f*.  
**prolonged** [prɒ'ləʊŋd] adj long, de longue durée, prolongé; (*period*) long. ~ leave of absence congé *m* prolongé or de longue durée; ~ sick leave congé *m* de longue maladie or de maladie prolongée; after a ~ absence après une longue absence or une absence prolongée.  
**prom\*** [prom] n abbr of promenade a (*Brit: by sea*) promenade *f*, front *m* de mer. b (*Brit*) ~s = promenade concerts; see promenade 2. c (*US*) = promenade 1c.  
**promenade** [prɒ'mɪ'neɪd] 1 n a (*walk*) promenade *f*. b (*place*) (*by sea*) promenade *f*, front *m* de mer; (*in park etc*) avenue *f*; (*in theatre, hall etc*) promenoir *m*. c (*US*) bal *m* d'étudiants (or de lycéens). 2 comp ▶ Promenade Concerts (*Brit*) série *f* de concerts de musique classique (*donnés à Londres etc*) ▶ promenade deck (*Naut*) pont *m* promenade. 3 vi (*frm: walk*) se promener. 4 vt (*frm*) ~ person promener; *avenue* se promener le long de.  
**promenader\*** [prɒ'mɪ'neɪdər] n (*Brit Mus*) auditeur *m*, -trice *f* d'un "promenade concert"; see promenade.  
**Prometheus** [prɒ'mi:θju:s] n Prométhée *m*.  
**promethium** [prɒ'mi:θɪəm] n prométhéum *m*.  
**prominence** [prɒ'mɪnəns] n (*see prominent*) proéminence *f*, aspect saillant or frappant or marquant; importance *f*. to bring sth/sb into ~ mettre qch/qn en vue, attirer l'attention sur qch/qn; to come into ~ prendre de l'importance.  
**prominent** [prɒ'mɪnənt] adj ridge, structure, nose proéminent; cheekbones saillant; tooth qui avance; (*fig: striking*) pattern, markings frappant; feature marquant; (*fig: outstanding*) person important, bien en vue. he is a ~ member of ... c'est un membre important de ...; she is ~ in London literary circles elle est très en vue dans les cercles littéraires londoniens; he was very ~ in ... he played a ~ part in ... il a joué un rôle important dans ...; to put sth in a ~ position mettre qch bien en vue or en valeur; (*fig*) he occupies a ~ position in ... il occupe une position importante or en vue dans ...  
**prominently** [prɒ'mɪnəntli] adv display, place, set bien en vue. his name figured ~ in the case on a beaucoup entendu parler de lui dans l'affaire.  
**promiscuity** [prɒ'mɪskju:ɪtɪ] n a (*pej: sexual*) promiscuité sexuelle. b (*gen*) promiscuité *f*.  
**promiscuous** [prɒ'mɪskjuəs] adj a (*pej: in sexual matters*) person de mœurs faciles or légères; conduct léger, libre, immoral; he/she is very ~ il/elle change sans arrêt de partenaire, il/elle couche avec n'importe qui. b (*disorderly, mixed*) collection, heap confus.  
**promiscuously** [prɒ'mɪskjuəsli] adv a (*pej*) behave immoralement. b heap, collect confusément.  
**promiscuousness** [prɒ'mɪskjuəsnis] = promiscuity.  
**promise** [prɒ'mɪs] 1 n a (*undertaking*) promesse *f*. ~ of marriage promesse de mariage; under (a or the) ~ of sous promesse de; to make sb a ~ faire une promesse à qn (to do de faire); is it a ~? c'est promis?; to keep one's ~ tenir sa promesse; to hold or keep sb to his ~ contraindre qn à tenir sa promesse, faire tenir sa promesse à qn; (*dis-missively*) ~s, ~s! oh, on dit ça, on dit ça!  
b (*hope*) promesse(s) *f*(pl), espérance(s) *f*(pl). a young man of ~ un jeune homme plein de promesses or qui promet; he shows great ~ il donne de grandes espérances; it holds out a ~ of peace cela promet or fait espérer la paix.  
2 vt a promettre (sth to sb qch à qn, sb to do à qn de faire, that que). I ~ (you!) je vous le promets!; "I will help you" she ~d "je vous aiderai" promet-elle; I can't ~ anything je ne peux rien (vous) promettre; (*fig*) to ~ sb the earth or the moon promettre monts et merveilles à qn, promettre la lune à qn; to ~ o.s. (to do) sth se promettre (de faire) qch.

b (*fig*) promettre, annoncer. those clouds ~ rain ces nuages annoncent la pluie; they ~ us rain tomorrow ils nous ont promis or annoncé de la pluie pour demain; it ~s to be hot today il va sûrement faire chaud aujourd'hui; this ~s to be difficult ça promet d'être or ça s'annonce difficile.  
c (*assure*) assurer. he did say so, I ~ you il l'a vraiment dit, je vous assure.  
3 vi a promettre. (will you) ~? (c'est) promis?, juré?; I can't ~ but I'll do my best je ne (vous) promets rien mais je ferai de mon mieux.  
b (*fig*) to ~ well (person) promettre, être plein de promesses; (*situation, event*) être plein de promesses, être prometteur; (*crop, business*) s'annoncer bien; (*first book*) promettre, être prometteur; this doesn't ~ well ce n'est guère prometteur, ça ne s'annonce pas bien.  
**promised** [prɒ'mɪst] adj promis. the P ~ Land la Terre Promise.  
**promising** [prɒ'mɪsɪŋ] adj a (*encouraging*) situation, sign prometteur, qui promet, plein de promesses. the future is ~ l'avenir s'annonce bien; that's ~ c'est prometteur; (*iro*) ça promet! (*iro*); it doesn't look very ~ ça ne semble guère prometteur; (*of scheme, plan etc*) ça m'étonnerait que ça marche (*subj*), ça ne se présente pas bien.  
b (*full of promise*) person prometteur, plein de promesses, qui promet. we have 2 ~ candidates nous avons 2 candidats prometteurs; he is a ~ pianist c'est un pianiste d'avenir.  
**promisingly** [prɒ'mɪsɪŋli] adv d'une façon prometteuse. it began quite ~ tout s'annonçait bien, c'était bien parti; it's going quite ~ c'est prometteur, ça marche bien.  
**promissory** [prɒ'mɪsəri] adj: ~ note billet *m* à ordre.  
**promo** [prɒ'məʊ] n, pl ~s a (*Comm: promotional material*) matériel *m* promotionnel. b (*US Comm*) (abbr of promotion) promotion *f*.  
**promontory** [prɒ'mɒntəri] n promontoire *m*.  
**promote** [prɒ'məʊt] vt a person promouvoir (to à). to be ~d être promu, monter en grade; he was ~d (to) colonel or to the rank of colonel il a été promu (au grade de) colonel; (*Ftbl etc*) they've been ~d to the first division ils sont montés en première division. b (*encourage*) cause, cooperation, plan, sales, product promouvoir; trade promouvoir, développer, favoriser, encourager; (*Comm*) firm, company, business, campaign lancer; (*Parl*) bill présenter.  
**promoter** [prɒ'məʊtər] n [*sport*] organisateur *m*, -trice *f*; (*Comm*) [*product*] promoteur *m* de vente; [*business, company*] fondateur *m*, -trice *f*.  
**promotion** [prɒ'məʊʃən] 1 n a promotion *f*, avancement *m*. to get ~ obtenir de l'avancement, être promu. b (*NonC: see promote*) b) promotion *f*; développement *m*; lancement *m*; présentation *f*. [*sales*] ~ promotion des ventes. c (*advertising material*) réclames *f*pl, publicité *f*. d (*US Scol*) passage *m* de classe. 2 comp ▶ promotion opportunities, promotion prospects possibilités *f*pl d'avancement or de promotion.  
**promotional** [prɒ'məʊʃənl] adj (*Comm*) promotionnel, publicitaire.  
**prompt** [prɒmpt] 1 adj a (*speedy*) action rapide, prompt; delivery, reply, service rapide. ~ payment paiement *m* rapide; (*Comm*) paiement dans les délais; they were ~ to offer their services ils ont été prompts à offrir leurs services; ils ont offert leurs services sans tarder.  
b (*punctual*) ponctuel, à l'heure.  
2 adv ponctuellement. at 6 o'clock ~ à 6 heures pile or tapanes or sonnantes; I want it on May 6th ~ je le veux le 6 mai sans faute or au plus tard.  
3 vt a person pousser, inciter (to do à faire); protest, reaction provoquer, entraîner, être à l'origine de. I felt ~ed to protest cela m'a incité à protester, je me suis senti obligé de protester; he was ~ed by a desire to see justice done il était animé or poussé par un désir de voir la justice triompher; it ~s the thought that ... cela incite à penser; que ..., cela vous fait penser que ...; a feeling of regret ~ed by the sight of ... un sentiment de regret provoqué or déclenché par la vue de ...  
b (*Theat*) souffler.  
4 n a (*Theat*) to give sb a ~ souffler une réplique à qn.  
b (*Comput: on screen*) (message *m* de) guidage *m*.  
5 comp ▶ prompt box (*Theat*) trou *m* du souffleur ▶ prompt side (*Brit*) côté *m* cour; (*US*) côté jardin; off prompt side (*Brit*) côté jardin; (*US*) côté cour.  
**prompter** [prɒmptər] n (*Theat*) souffleur *m*, -euse *f*.  
**prompting** [prɒmptɪŋ] n incitation *f*. he did it at my ~ il l'a fait à mon instigation; he did it without (any) ~ il l'a fait de son propre chef.  
**promptitude** [prɒmptɪtju:d] n promptitude *f*, empressement *m* (*in doing à faire*); (*punctuality*) ponctualité *f*.  
**promptly** [prɒmptli] adv a (*speedily*) rapidement, promptement, avec promptitude. to pay ~ payer sans tarder; (*Comm*) payer recta or dans les délais. b (*punctually*) ponctuellement. he arrived ~ at 3 il est arrivé ponctuellement à 3 heures. c (*thereupon*) là-dessus, aussi sec\*. she refused and he ~ hit her elle a refusé et là-dessus or aussi sec\* il l'a frappée.  
**promptness** [prɒmptnis] = promptitude.  
**promulgate** [prɒmʊlgeɪt] vt law promulguer; idea, doctrine, creed répandre, disséminer.  
**promulgation** [prɒmʊl'geɪʃən] n (*see promulgate*) promulgation *f*; dissémination *f*.



# **EXHIBIT C**

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Mark: PROMISED LAND

US Serial Number: 78269257 Application Filing Date: Jul. 01, 2003  
 US Registration Number: 2973480 Registration Date: Jul. 19, 2005  
 Register: Principal  
 Mark Type: Trademark  
 Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.  
 Status Date: Aug. 26, 2011  
 Publication Date: Mar. 23, 2004 Notice of Allowance Date: Jun. 15, 2004

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### Mark Information

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Mark Literal Elements: PROMISED LAND  
 Standard Character Claim: No  
 Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

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### Goods and Services

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Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks '\*' identify additional (new) wording in the goods/services.

For: Wines, spirits, liqueurs  
 International Class(es): 033 - Primary Class U.S. Class(es): 047, 049  
 Class Status: ACTIVE  
 Basis: 1(a)  
 First Use: Aug. 1996 Use in Commerce: 2002

---

### Basis Information (Case Level)

---

Filed Use: No	Currently Use: Yes	Amended Use: No
Filed ITU: Yes	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

---

### Current Owner(s) Information

---

Owner Name: Taylors Wines Pty Limited, ACN 007 733 897  
 Owner Address: 1 Charles Street  
 Petersham NSW 2049  
 AUSTRALIA  
 Legal Entity Type: CORPORATION State or Country Where Organized: AUSTRALIA

---

### Attorney/Correspondence Information

---

Attorney of Record  
 Attorney Name: Sheldon H. Klein Docket Number: 104749  
 Attorney Primary Email: trademark@gpmlaw.com Attorney Email: Yes

Address: \_\_\_\_\_

Authorized: \_\_\_\_\_

**Correspondent**

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 600 New Hampshire Ave., NW  
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**Phone:** (202) 295-2200**Fax:** 612-632-4444**Correspondent e-mail:** [trademark@gpmlaw.com](mailto:trademark@gpmlaw.com)

**Correspondent e-mail** Yes  
**Authorized:**

**Domestic Representative**

**Domestic Representative** Sheldon H. Klein  
**Name:**

**Phone:** 202-295-2200**Fax:** 612-632-4444

**Domestic Representative** [trademark@gpmlaw.com](mailto:trademark@gpmlaw.com)  
**e-mail:**

**Domestic Representative** Yes  
**e-mail Authorized:**

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## Prosecution History

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Date	Description	Proceeding Number
Aug. 29, 2011	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Aug. 26, 2011	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED	
Aug. 26, 2011	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	70132
Aug. 26, 2011	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	70132
Jul. 15, 2011	TEAS SECTION 8 & 15 RECEIVED	
Jul. 19, 2005	REGISTERED-PRINCIPAL REGISTER	
Apr. 14, 2005	LAW OFFICE REGISTRATION REVIEW COMPLETED	76984
Apr. 13, 2005	ASSIGNED TO LIE	76984
Apr. 04, 2005	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	
Apr. 02, 2005	STATEMENT OF USE PROCESSING COMPLETE	65362
Feb. 04, 2005	USE AMENDMENT FILED	65362
Feb. 04, 2005	TEAS STATEMENT OF USE RECEIVED	
Dec. 23, 2004	EXTENSION 1 GRANTED	76874
Dec. 14, 2004	EXTENSION 1 FILED	76874
Dec. 14, 2004	TEAS EXTENSION RECEIVED	
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Mar. 03, 2004	NOTICE OF PUBLICATION	
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Jan. 14, 2004	ASSIGNED TO EXAMINER	77658

---

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**Affidavit of Continued** Section 8 - Accepted  
**Use:**

**Affidavit of** Section 15 - Accepted  
**Incontestability:**

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## TM Staff and Location Information

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**TM Staff Information - None****File Location****Current Location:** TMO LAW OFFICE 113**Date In Location:** Aug. 26, 2011

# **EXHIBIT D**



# COLLINS ROBERT FRENCH ► ENGLISH ENGLISH ► FRENCH DICTIONARY

## Unabridged

by

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and

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## ENGLISH-FRENCH 621

projection.

**projectionist** [prɒ'dʒekʃənɪst] n projectionniste mf.**projective** [prɒ'dʒektɪv] adj projectif.**projector** [prɒ'dʒektə] n (Cine etc) projecteur m.**prolactin** [prɒ'ælktɪn] n prolactine f.**prolapse** ['prɒləps] 1 n (gen) descente f d'organe, ptose f, prolapsus m; (womb) descente f de matrice or de l'utérus. 2 vi descendre.**prole** [prɒl] adj, n (pej) (abbr of proletarian) prolo (m).**proletarian** [prɒ'leʃiən] 1 n prolétaire mf. 2 adj class, party prolétarien; life, ways, mentality de prolétaire.**proletarianize** [prɒ'leʃiənəɪz] vt prolétarianiser.**proletariat** [prɒ'leʃiəriət] n prolétariat m.**pro-life** [prɒ'laɪf] adj contre l'avortement.**proliferate** [prɒ'lɪfəreɪt] vi proliférer.**proliferation** [prɒ'lɪfə'reɪʃən] n prolifération f.**proliferous** [prɒ'lɪfərəs] adj prolifère.**prolific** [prɒ'lɪfɪk] adj prolifique.**prolix** [prɒ'lɪks] adj prolixe.**proximity** [prɒ'ksɪmɪti] n proximité f.**prologue** ['prɒləʊg] n (Litterat etc) prologue m (to de); (fig) prologue (to à).**prolong** [prɒ'lɒŋ] vt prolonger. (fig) I won't ~ the agony je vais abréger tes souffrances.**prolongation** [prɒ'lɒŋ'geɪʃən] n (in space) prolongement m; (in time) prolongation f.**prolonged** [prɒ'lɒŋd] adj long, de longue durée, prolongé; (period) long. ~ leave of absence congé m prolongé or de longue durée; ~ sick leave congé m de longue maladie or de maladie prolongée; after a ~ absence après une longue absence or une absence prolongée.**prom\*** [prɒm] n abbr of promenade a (Brit: by sea) promenade f, front m de mer. b (Brit) ~s = promenade concerts; see promenade 2. c (US) = promenade 1c.**promenade** [prɒ'mɪnaɪd] 1 n a (walk) promenade f. b (place) (by sea) promenade f, front m de mer; (in park etc) avenue f; (in theatre, hall etc) promenoir m. c (US) bal m d'étudiants (or de lycéens). 2 comp ► **Promenade Concerts** (Brit) série f de concerts de musique classique (donnés à Londres etc) ► **promenade deck** (Naut) pont m promenade. 3 vi (firm: walk) se promener. 4 vt (firm) person promener; avenue se promener le long de.**promenader\*** [prɒ'mɪnaɪdər] n (Brit Mus) auditeur m, -trice f d'un "promenade concert"; see promenade.**Prometheus** [prɒ'mi:θju:s] n Prométhée m.**promethium** [prɒ'mi:θiəm] n prométhium m.**prominence** [prɒ'mɪnəns] n (see prominent) proéminence f, aspect saillant or frappant or marquant; importance f. to bring sth/sb into ~ mettre qch/qn en vue, attirer l'attention sur qch/qn; to come into ~ prendre de l'importance.**prominent** [prɒ'mɪnənt] adj ridge, structure, nose proéminent; cheekbones saillant; tooth qui avance; (fig: striking) pattern, markings frappant; feature marquant; (fig: outstanding) person important, bien en vue. he is a ~ member of ... c'est un membre important de ...; she is ~ in London literary circles elle est très en vue dans les cercles littéraires londoniens; he was very ~ in ... he played a ~ part in ... il a joué un rôle important dans ...; to put sth in a ~ position mettre qch bien en vue or en valeur; (fig) he occupies a ~ position in ... il occupe une position importante or en vue dans ...**prominently** [prɒ'mɪnəntli] adv display, place, set bien en vue. his name figured ~ in the case on a beaucoup entendu parler de lui dans l'affaire.**promiscuity** [prɒ'mɪskju:ɪti] n a (pej: sexual) promiscuité sexuelle. b (gen) promiscuité f.**promiscuous** [prɒ'mɪskjuəs] adj a (pej: in sexual matters) person de mœurs faciles or légères; conduct léger, libre, immoral; he/she is very ~ il/elle change sans arrêt de partenaire, il/elle couche avec n'importe qui. b (disorderly, mixed) collection, heap confus.**promiscuously** [prɒ'mɪskjuəsli] adv a (pej) behave immoralement. b heap, collect confusément.**promiscuousness** [prɒ'mɪskjuəsnis] = promiscuity.**promise** ['prɒmɪs] 1 n a (undertaking) promesse f. ~ of marriage promesse de mariage; under (a or the) ~ of sous promesse de; to make sb a ~ faire une promesse à qn (to do de faire); is it a ~? c'est promis?; to keep one's ~ tenir sa promesse; to hold or keep sb to his ~ contraindre qn à tenir sa promesse, faire tenir sa promesse à qn; (dis-missively) ~s, ~s! oh, on dit ça, on dit ça!

b (hope) promesse(s) f(pl), espérance(s) f(pl). a young man of ~ un jeune homme plein de promesses or qui promet; he shows great ~ il donne de grandes espérances; it holds out a ~ of peace cela promet or fait espérer la paix.

2 vt a promettre (sth to sb qch à qn, sb to do à qn de faire, that que). I ~ (you)! je vous le promets!; "I will help you" she ~d "je vous aiderai" promit-elle; I can't ~ anything je ne peux rien (vous) promettre; (fig) to ~ sb the earth or the moon promettre monts et merveilles à qn, promettre la lune à qn; to ~ o.s. (to do) sth se promettre (de faire) qch.

## projectionist

b (fig) promettre, annoncer. those clouds ~ rain ces nuages annoncent la pluie; they ~ us rain tomorrow ils nous ont promis or annoncé de la pluie pour demain; it ~s to be hot today il va sûrement faire chaud aujourd'hui; this ~s to be difficult ça promet d'être or ça s'annonce difficile.

c (assure) assurer. he did say so, I ~ you il l'a vraiment dit, je vous assure.

3 vi a promettre. (will you) ~? (c'est) promis?, juré?; I can't ~ but I'll do my best je ne (vous) promets rien mais je ferai de mon mieux.

b (fig) to ~ well [person] promettre, être plein de promesses; [situation, event] être plein de promesses, être prometteur; [crop, business] s'annoncer bien; [first book] promettre, être prometteur; this doesn't ~ well ce n'est guère prometteur, ça ne s'annonce pas bien.

**promised** ['prɒmɪst] adj promis. the P ~ Land la Terre Promise.**promising** ['prɒmɪsɪŋ] adj a (encouraging) situation, sign prometteur, qui promet, plein de promesses. the future is ~ l'avenir s'annonce bien; that's ~ c'est prometteur; (iro) ça promet! (iro); it doesn't look very ~ ça ne semble guère prometteur; (of scheme, plan etc) ça m'étonnerait que ça marche (subj), ça ne se présente pas bien.

b (full of promise) person prometteur, plein de promesses, qui promet. we have 2 ~ candidates nous avons 2 candidats prometteurs; he is a ~ pianist c'est un pianiste d'avenir.

**promisingly** ['prɒmɪsɪŋli] adv d'une façon prometteuse. it began quite ~ tout s'annonçait bien, c'était bien parti; it's going quite ~ c'est prometteur, ça marche bien.**promissory** ['prɒmɪsəri] adj: ~ note billet m à ordre.**promo** ['prəʊmɒ] n, pl ~s a (Comm: promotional material) matériel m promotionnel. b (US Comm) (abbr of promotion) promotion f.**promontory** ['prɒməntəri] n promontoire m.**promote** [prə'məʊt] vt a person promouvoir (to à). to be ~d être promu, monter en grade; he was ~d (to) colonel or to the rank of colonel il a été promu (au grade de) colonel; (Ftbl etc) they've been ~d to the first division ils sont montés en première division. b (encourage) cause, cooperation, plan, sales, product promouvoir; trade promouvoir, développer, favoriser, encourager; (Comm) firm, company, business, campaign lancer; (Parl) bill présenter.**promoter** [prə'məʊtər] n [sport] organisateur m, -trice f; (Comm) [product] promoteur m de vente; [business, company] fondateur m, -trice f.**promotion** [prə'məʊʃən] 1 n a promotion f, avancement m. to get ~ obtenir de l'avancement, être promu. b (NonC: see promote b) promotion f; développement m; lancement m; présentation f. (sales) ~ promotion des ventes. c (advertising material) réclames fpl, publicité f. d (US Scol) passage m de classe. 2 comp ► **promotion opportunities**, **promotion prospects** possibilités fpl d'avancement or de promotion.**promotional** [prə'məʊʃənl] adj (Comm) promotionnel, publicitaire.**prompt** [prɒmpt] 1 adj a (speedy) action rapide, prompt; delivery, reply, service rapide. ~ payment paiement m rapide; (Comm) paiement dans les délais; they were ~ to offer their services ils ont été prompts à offrir leurs services, ils ont offert leurs services sans tarder.

b (punctual) ponctuel, à l'heure.

2 adv ponctuellement. at 6 o'clock ~ à 6 heures pile or tapantes or sonnantes; I want it on May 6th ~ je le veux le 6 mai sans faute or au plus tard.

3 vt a person pousser, inciter (to do à faire); protest, reaction provoquer, entraîner, être à l'origine de. I felt ~ed to protest cela m'a incité à protester, je me suis senti obligé de protester; he was ~ed by a desire to see justice done il était animé or poussé par un désir de voir la justice triompher; it ~s the thought that ... cela incite à penser que ...; cela vous fait penser que ...; a feeling of regret ~ed by the sight of ... un sentiment de regret provoqué or déclenché par la vue de ...

b (Theat) souffler.

4 n a (Theat) to give sb a ~ souffler une réplique à qn.

b (Comput: on screen) (message m de) guidance m.

5 comp ► **prompt box** (Theat) trou m du souffleur ► **prompt side** (Brit) côté m cour; (US) côté jardin; off prompt side (Brit) côté jardin; (US) côté cour.**prompter** ['prɒmptər] n (Theat) souffleur m, -euse f.**prompting** ['prɒmptɪŋ] n incitation f. he did it at my ~ il l'a fait à mon instigation; he did it without (any) ~ il l'a fait de son propre chef.**promptitude** ['prɒmptɪtju:d] n promptitude f, empressement m (in doing à faire); (punctuality) ponctualité f.**promptly** ['prɒmptli] adv a (speedily) rapidement, promptement, avec promptitude. to pay ~ payer sans tarder; (Comm) payer recta or dans les délais. b (punctually) ponctuellement. he arrived ~ at 3 il est arrivé ponctuellement à 3 heures. c (thereupon) là-dessus, aussi sec\*. she refused and he ~ hit her elle a refusé et là-dessus or aussi sec\* il l'a frappée.**promptness** ['prɒmptnis] = promptitude.**promulgate** ['prɒmʌlgeɪt] vt law promulguer; idea, doctrine, creed répandre, disséminer.**promulgation** [prɒmʌl'geɪʃən] n (see promulgate) promulgation f; dissémination f.



## FRANÇAIS-ANGLAIS 651

## prolétariat

vous! workers of the world unite!

**prolétariat** [proletarja] nm proletariat.

**prolétarien, -ienne** [proletarij, jen] adj proletarian.

**prolétarisation** [proletarizasjɔ] nf proletarianization.

**prolétariser** [proletarize] 1 vt to proletarianize.

**prolifération** [proliferasjɔ] nf proliferation.

**proliférer** [prolifere] 6 vi to proliferate.

**prolifère** [prolifik] adj prolific.

**prolix** [proliks] adj *orateur, discours* verbose, prolix (*frm*), wordy.

**prolixe** [proliks] adj *orateur, discours* verbose, prolix (*frm*), wordy.

**prolixité** [proliksite] nf verbosity, prolixity (*frm*), wordiness.

**prolo\*** [prolo] 1 nmf (abrév de *prolétaire*) *pleb\* (péf), prole\* (péf)*. 2 adj common-looking, plebby\*.

**prologue** [prolog] nm prologue (à to).

**prolongateur** [prolongatœr] nm extension cable ou lead.

**prolongation** [prolongasjɔ] nf (*voir* *prolonger*) prolongation; extension. (*Ftbl*) ~s extra time (*NonC*); (*Ftbl*) ils ont joué les ~s they played extra time, the game ou they went into extra time.

**prolonge** [prolɔ̃ʒ] nf: ~ d'artillerie gun carriage.

**prolongé, e** [prolɔ̃ʒe] (ptp de *prolonger*) adj *débat, séjour* prolonged, lengthy; *cri* prolonged; *effort* prolonged, sustained. *exposition* ~e au soleil prolonged exposure to the sun; (*hum*) *jeune fille* ~e† old maid, girl left on the shelf; *rue de la Paix* ~e continuation of Rue de la Paix; en cas d'arrêt ~ in case of prolonged stoppage.

**prolongement** [prolongmɑ̃] nm a (*route*) continuation; (*bâtiment*) extension; (*fig*) *[affaire, politique]* extension. *décider le ~ d'une route* to decide to extend ou continue a road; *cette rue se trouve dans le ~ de l'autre* this street runs on from the other ou is the continuation of the other; *l'outil doit être un ~ du bras* the tool should be an extension of one's arm. b (*suites*) ~s repercussions, effects.

**prolonger** [prolɔ̃ʒe] 3 1 vt a (*dans le temps*) *séjour, trêve, séance* to prolong, extend; *billet* to extend; *vie, maladie* to prolong; (*Mus*) *note* to prolong. nous ne pouvons ~ notre séjour we cannot stay any longer, we cannot prolong our stay any longer.

b (*dans l'espace*) *rue* to extend, continue; (*Math*) *ligne* to prolong, produce. on a prolongé le mur jusqu'au garage we extended ou continued the wall as far as ou up to the garage; ce bâtiment prolonge l'aile principale this building is the ou an extension ou a continuation of the main wing.

2 se prolonger vpr a (*persister*) *[attente]* to go on; *[situation]* to go on, last, persist; (*effet*) to last, persist; (*débat*) to last, go on, carry on; (*maladie*) to continue, persist. il voudrait se ~ dans ses enfants he would like to live on in his children.

b (*s'étendre*) *[rue, chemin]* to go on, carry on (*Brit*), continue.

**promenade** [prom(ə)nad] nf a (*à pied*) walk, stroll; (*en voiture*) drive, ride, spin\*; (*en bateau*) sail; (*en vélo, à cheval*) ride. partir en ~, faire une ~ to go for a walk ou stroll (ou drive etc); être en ~ to be out walking ou out for a walk; faire faire une ~ à qn to take sb (out) for a walk; (*Sport*) *cette course a été une vraie ~ pour lui* this race was a real walkover for him; ça n'a pas été une ~ de santé it has been no picnic\*. b (*avenue*) walk, esplanade; (*front de mer*) promenade.

**promener** [prom(ə)ne] 5 1 vt a (*emmener*) ~ qn to take sb (out) for a walk ou stroll; ~ le chien to walk the dog, take the dog out (for a walk); ~ des amis à travers une ville to show ou take friends round a town; cela te promènera that will get you out for a while; il promène son nounours partout\* he trails his teddy bear (around) everywhere with him; est-ce qu'il va nous ~ encore longtemps à travers ces bureaux? is he going to trail us round these offices much longer?; voir envoyer.

b (*fig*) ~ ses regards sur qch to run ou cast one's eyes over sth; ~ ses doigts sur qch to run ou pass one's fingers over sth; ~ sa tristesse to carry one's sadness around with one.

2 se promener vpr a (*voir* *promenade*) to go for a walk ou stroll (ou drive etc). aller se ~ to go (out) for a walk ou stroll (ou drive etc); viens te ~ avec maman come for a walk with mummy; se ~ dans sa chambre to walk ou pace up and down in one's room; allez vous ~! go and take a running jump!; (go and) get lost!; je ne vais pas laisser tes chiens se ~ dans mon jardin I'm not going to let your dogs wander round my garden; (*Sport*) il s'est vraiment promené dans cette course this race was a real walkover for him.

b (*fig*) *[pensées, regards, doigts]* to wander. son crayon se promenait sur le papier he let his pencil wander over the paper, his pencil wandered over the paper; ses affaires se promènent toujours partout\* his things are always lying around all over the place ou are always scattered about the place.

**promeneur, -euse** [prom(ə)neœr, œz] nm,f walker, stroller. les ~s du dimanche Sunday strollers, people out for a Sunday walk ou stroll.

**promenoir** [prom(ə)nwɑr] nm (†: *Théât*) promenade (gallery), standing gallery; (*école, prison*) (covered) walk.

**promesse** [promes] nf (*assurance*) promise; (*parole*) promise, word; (*Comm*) commitment, undertaking. ~ de mariage promise of marriage; ~ en l'air ou d'ivrogne ou de Gascon empty ou vain promise; ~ d'achat/de vente commitment to buy/to sell; faire une ~ to make a promise, give one's word; il m'en a fait la ~ he gave me his word for

it; tenir/manquer à sa ~ to keep/break one's promise ou word; j'ai sa ~ I have his word for it, he has promised me; (*fig*) *auteur plein de ~s* writer showing much promise ou full of promise, very promising writer; *sourire plein de ~s* smile that promised (ou promises) much.

**Prométhée** [promete] nm Prometheus.

**prométhium** [prometijom] nm promethium.

**prometteur, -euse** [prometœr, øz] adj *début, signe* promising; *acteur, politicien* up-and-coming, promising.

**promettre** [prometr] 56 1. vt a *chose, aide* to promise. je lui ai promis un cadeau I promised him a present; je te le promets I promise (you); il n'a rien osé ~ he couldn't promise anything, he didn't dare commit himself; il a promis de venir he promised to come; il m'a promis de venir ou qu'il viendrait he promised me that he would come; ~ la lune, ~ monts et merveilles to promise the moon ou the earth; tu as promis, il faut y aller you've promised ou you've given your word so you have to go; il ne faut pas ~ quand on ne peut pas tenir one mustn't make promises that one cannot keep; ~ le secret to promise to keep a secret; ~ son cœur/sa main/son amour to pledge one's heart/hand/love.

b. (*prédire*) to promise. je vous promets qu'il ne recommencera pas I (can) promise you he won't do that again; il sera furieux, je te le promets he will be furious, I (can) promise you ou I can tell you; on nous promet du beau temps/un été pluvieux we are promised ou we are in for\* some fine weather/a rainy summer; ces nuages nous promettent de la pluie these clouds mean ou promise rain; cela ne nous promet rien de bon this promises to be pretty bad for us, this doesn't look at all hopeful for us.

c. (*faire espérer*) to promise. le spectacle/dîner promet d'être réussi the show/dinner promises to be a success; cet enfant promet this child shows promise ou is promising, he's (ou she's) a promising child; (*iro*) this child shows great promise (*iro*); (*iro*) ça promet! that's a good start! (*iro*), that's promising! (*iro*); (*iro*) ça promet pour l'avenir/pour l'hiver! that bodes well for the future/(the) winter! (*iro*).

2 se promettre vpr: se ~ de faire qch to mean ou resolve to do sth; se ~ du bon temps ou du plaisir to promise o.s. a good time; je me suis promis un petit voyage I've promised myself a little trip; je me suis bien promis de ne jamais plus l'inviter I vowed never to invite him again.

**promis, e** [promi, iz] (ptp de *promettre*) 1 adj a (*assuré*) tu le feras? — ~ (juré)! you will do it? — yes, I promise! b (*destiné*) être ~ à qch to be destined ou set for sth; voir chose, terre. 2 nm,f (†, dial) betrothed†.

**promiscuité** [promiskuite] nf (*lieu public*) crowding (*NonC*) (*de in*); (*chambre*) (degrading) lack of privacy (*NonC*) (*de in*). ~ sexuelle (sexual) promiscuity.

**promo\*** [promo] nf (abrév de *promotion*) year (*Brit*), class (*US*).

**promontoire** [promɔ̃twar] nm (*Géog*) headland, promontory.

**promoteur, -trice** [promotœr, tris] nm,f (*instigateur*) instigator, promoter; (*Chim*) promoter. ~ (immobilier) property developer.

**promotion** [promosjɔ] nf a (*avancement*) promotion (à un poste to a job). ~ sociale social advancement. b (*Scol*) year (*Brit*), class (*US*). être le premier de sa ~ to be first in one's year (*Brit*) ou class (*US*).

c. (*Comm: réclame*) promotion. notre ~ de la semaine this week's special offer; article en ~ item on special offer; il y a une ~ sur les chemises shirts are on special offer, there's a special on shirts (*US*); (*Comm*) ~ des ventes-sales promotion. d. (*encouragement*) promotion. faire la ~ de politique, idée, technique to promote.

**promotionnel, -elle** [promosjonel] adj *article* on (special) offer; *vente* promotional. matériel ~ publicity material.

**promouvoir** [promuvwar] 27 vt *personne* to promote, upgrade (à to); *politique, recherche, idée, technique* to promote; (*Comm*) *produit* to promote. il a été promu directeur he was promoted ou upgraded to (the rank of) manager.

**prompt, prompte** [prɔ̃(ɛ)t, prɔ̃(ɛ)t] adj (*gén*) swift, rapid, speedy, quick; *répartie* ready (*épith*), quick; *esprit* ready (*épith*), quick, sharp; *réaction* prompt, swift; *départ, changement* sudden. ~ rétablissement! get well soon! I (ou we) wish you a speedy recovery; ~ à l'injure/aux excuses/à se décider quick to insult/to apologize/to make up one's mind; avoir le geste ~ to be quick to act; avoir la main prompte to be quick to raise one's hand; ~ comme l'éclair ou la foudre as quick as lightning; (*Comm*) dans l'espoir d'une prompte réponse hoping for an early reply.

**promptement** [prɔ̃ptmɑ̃] adv (*voir* *prompt*) swiftly; rapidly; speedily; quickly; promptly; suddenly.

**prompteur** [prɔ̃ptœr] nm @ teleprompter @.

**promptitude** [prɔ̃(ɛ)tityd] nf (*voir* *prompt*) swiftness; rapidity; speed; quickness; promptness, promptitude (*frm*); suddenness.

**promulgation** [promylgasjɔ] nf promulgation.

**promulguer** [promylge] 1 vt to promulgate.

**pronateur** [pronatœr] adj, nm: (*muscle*) ~ pronator.

**pronation** [pronasjɔ] nf pronation.

**prône** [pron] nm sermon.

**prôner** [prone] 1 vt (*vanter*) to laud, extol; (*préconiser*) to advocate, commend.

**pronom** [pronɔ̃] nm pronoun.

**pronominal, e, mpl -aux** [pronɔ̃minal, o] adj pronominal. (verbe) ~



# **EXHIBIT E**

2/5/2014

2011 La Terre Promise Pinot Noir



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## 2011 La Terre Promise Pinot Noir

Overview

Wine Details

Tasting Notes



## 2011 LA TERRE PROMISE PINOT NOIR

We call it the Promised Land ("La Terre Promise") and it just might be the most picturesque ranch in Carneros.

We call it the Promised Land ("La Terre Promise") and it just might be the most picturesque ranch in Carneros. This site was selected for its rolling hills and exceptional soils, planted between 2002 and 2004 it has been carefully planted to a wide variety of Pinot noir clones. Year after year it has proven itself by consistently delivering aromatic and exciting Pinot noir.

This edition features the vaunted "Dijon 667" clone which is widely planted in California and a particular favorite here in Carneros. The pure fruit expression of this clone is one of its undeniable hallmarks, and in this example showcases a focused beam of raspberry and black cherry with a wisp of anise. The other key feature of the Dijon 667 is its unique tannin profile. While great Pinot noir is always elegant and delicate this clone lends a textural component which adds richness to the mid-palate as well as lengthens the finish.

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